

## HESS - ROUNTREE, INC. Consulting Engineers & Land Surveyors

9831 South 51st Street, Suite C110 Phoenix, Arizona 85044

June 5, 2020

Arcadis US, Inc. 410 N. 44<sup>th</sup> Street, Suite 1000 Phoenix, AZ 85008

ATTN: Ryan Dobson, Sr. Construction Manager

RE: CONSTRUCTION STAKING PROPOSAL FOR COMBS TRADITIONAL SCHOOL

Dear Ryan,

Thank you for the opportunity to submit a proposal for the above referenced project. We see our scope of services and associated fees as follows:

We will provide one set of construction grade stakes of the following kinds:

#### CONSTRUCTION STAKING:

- 1. Field staking control.
- 2. Two site benchmarks.
- 3. Mark out demo.
- 4. Rough grade slope stakes for retentions: at 50-foot intervals and grade breaks.
- 5. Concrete sidewalk ramps: location and grade.
- 6. Concrete driveway: line and grade at 25-foot intervals.
- 7. As-builts finish grade.
- 8. Concrete curb offsite: line and grade at 50-foot intervals and grade breaks.
- 9. Concrete curb onsite: line and grade at 50-foot intervals and grade breaks.
- 10. Pavement: line and grade at 50-foot intervals in east parking lot.
- 11. Edge of pavement: line and grade at 50-foot intervals and grade breaks.
- 12. Retention basin bluetops (2 per bottom).
- 13. Prepare and submit as-built drawings to Contractor.
- 14. Office computer calculation for above staking.

FEE: \$7,700.00

Notification shall be a minimum of 48 hours (excluding Saturday, Sunday and holidays) before the start of staking for the required construction stakes.

Additional staking or restaking to be billed per the attached Rate Schedule.

Client and survey professional have discussed the risks, rewards and benefits of the project and the survey professional's total fee for services. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, survey professional's total liability to Owner/Client for any and all injuries, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes shall not exceed the total amount of the fees under this agreement. Such causes include but are not limited to survey professional's negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

Upon	acceptance	of this	agreement/contract,	the	attached	Standard	Conditions	become a	i component
thereo	of.								

If the above meets with your approval, please sign this proposal, keep a copy for your records and return a copy to us. This Letter of Agreement will constitute our contract.

Sincerely	,
HESS-RO	OUNTREE, INC.
Java	LILL

Dana Klett, R.L.S. Survey Project Manager

DK:sl

Attachments

ACCEPTED BY:

NAME TITLE DATE

#### STANDARD CONDITIONS

- 1. Attached hourly rates for the Engineer's personnel are valid until December 31, 2020.
- 2. Construction stakes, lot pins and other items, as indicated in the Proposal, will be provided once for the quoted fee. In the event restaking is required, additional charges will be incurred on the basis of current hourly rates and will be performed upon the written request of the Client or his authorized agent.
- 3. All drawings, survey notes and other original documents prepared in performing the Engineer's services are and shall remain the property of the Engineer.
- 4. Neither the Engineer nor the Client shall assign his interest in this agreement without the written consent of the other.
- 5. The Engineer makes no representations concerning soil conditions for the project and is not responsible for any liability that may arise out of making or failure to make soil surveys, subsurface soil tests or general soil testing.
- 6. Statements for work performed will be submitted every four weeks in accordance with the percentage of work complete. Payment by the Client to the Engineer is to be made within fifteen (15) days following the date of the invoice. Past due accounts are subject to a monthly service charge of 1-1/2% (18% annual percentage rate), and in the event legal action is necessary for the collection of any sums due under this agreement, the Client agrees to pay reasonable attorney's fees, expert fees and court costs incurred by the Engineer.
- 7. The Engineer hereby reserves the right to cease work on Client's project at any time Client's account is past due and/or seek payment for the work done to date of such cessation, without liability for damages to Client and without being in breach of this contract.
- 8. Additional services outside the scope of the attached Proposal shall be provided upon written request of the Client and will be charged to the Client at the Engineer's current hourly rate schedule or an additional contract will be negotiated for services not set forth in this contract.
- 9. Direct costs for this project to the Engineer are in addition to the indicated fee. No administration fee will be added by the Engineer to these direct costs if they are paid within 25 days after billing. If not paid within 25 days, a 10% administrative fee will be added. Any fees required by governmental authorities or other agencies must be provided by the Client and are not included in the indicated fees.
- 10. The Engineer shall acquire and maintain statutory worker's compensation insurance coverage, employer's liability and professional liability insurance coverage.
- 11. The Client agrees to limit the Engineer's liability to the Client and to all construction contractors and subcontractors on the project due to the Engineer's professional negligent acts or errors or omissions such that the total aggregate liability of the Engineer to those named not to exceed the Engineer's total fee for services rendered on the project.

HESS-ROUNTREE, INC	By: Dana Klett, R.L.S., Survey Project Manager	DATE June 5, 2020
Arcadis US, Inc.:	SIGNATURE	DATE
Ву:	TITLE PRINTED NAME	



# HESS - ROUNTREE, INC. Consulting Engineers & Land Surveyors 9831 South 51st Street, Suite C110

Phoenix, Arizona 85044

### **RATE SCHEDULE**

PERSONNEL	<u>HC</u>	URLY RATE
Principal	\$	120.00/hour
Professional Engineer	\$	110.00/hour
Project Engineer	\$	100.00/hour
Designer, Technician	\$	90.00/hour
Registered Land Surveyor	\$	110.00/hour
Survey Party Chief	\$	90.00/hour
Inspector	\$	80.00/hour
Two-Man Field Crew	\$	120.00/hour
Three-Man Field Crew	\$	140.00/hour
Head CADD Operator	\$	80.00/hour
CADD Drafter	\$	70.00/hour
Junior Drafter	\$	60.00/hour